

**2011-2013**

# **AGREEMENT**

**BETWEEN STATE OF IOWA  
AND  
STATE POLICE OFFICERS  
COUNCIL**



**PUBLIC  
SAFETY UNIT**

**Effective: July 1, 2011 - June 30, 2013**

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# **ARTICLE I**

## **AGREEMENT**

This Agreement made and entered into this 1st day of July 2011 at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and the State Police Officers Council, and its appropriate affiliated sub-organizations (hereinafter referred to as the Council), as representatives of employees employed by the State of Iowa, as set forth specifically in the Recognition Clause.

### **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of Chapter 20 of the Iowa Code, consistent with the legislative authority contained therein.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the subjects of bargaining as set forth in Chapter 20 of the Iowa Code.

## ARTICLE II

### RECOGNITION AND UNION SECURITY

#### SECTION 1 Bargaining Unit

The Employer recognizes the Council as the exclusive collective bargaining agent for public safety employees as listed below:

#### PUBLIC SAFETY UNIT

<u>Classification</u>	<u>Department</u>
Conservation Officer*	Natural Resources
Park Ranger*	Natural Resources
Special Agent 1	Public Safety
Special Agent 2	Public Safety
Fire Inspector 1	Public Safety
Fire Inspector 2	Public Safety
Trooper 1	Public Safety
Trooper 2	Public Safety
Trooper 3	Public Safety
Trooper-Pilot	Public Safety
Senior Trooper-Pilot	Public Safety

*\*These job classification titles are used for clarification purposes only. Both classifications have equal peace officer authority as provided for in Chapter 97B, Sections 801.4, and 456A.13, and all other pertinent sections of the Code of Iowa.*

Employees excluded from the public safety bargaining unit are all managerial, supervisory, confidential, part-time and all other employees of the State of Iowa.

The Employer will provide the Council thirty (30) days advance notice of the establishment of any new peace officer classifications, or any changes in the present peace officer classifications. The parties will review all such new or changed classifications. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit such new or changed classifications to the Iowa Public Employment Relations Board.

The Employer agrees to furnish forty-five (45) days advance notice to affected employees of any permanent changes in job classifications. Such notification shall be for informational purposes only and shall not prevent the Employer from making the change.

## **SECTION 2 Dues Deduction**

A. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement, on forms provided by the Council, the Employer will deduct from the pay due such employee those amounts as specified below.

Such order shall be effective for membership dues, deductions for life insurance plans, and other such deductions as are mutually agreed upon by the Employer and the Council. Such deductions shall become due after the authorization order has been delivered to the payroll office of the employing unit. Dues deductions shall be made only when the employee has sufficient earnings to cover same after deductions of Social Security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amounts as shall be certified to the Employer in writing by the authorized representative of the Council. The Employer recognizes that the Council is composed of several independent sub-organizations, and the deductions for the employees in said independent sub-organizations may be different. The Council will at all times certify to the Employer the deductions requested by any independent sub-organizations.

Any employee transferred from the jurisdiction of one (1) independent sub-organization to another independent sub-organization within the certified bargaining unit shall provide the payroll office of the new employing unit with a signed transfer card prior to the end of the pay period during which transfer became effective. New authorizations must be submitted as indicated above by employees returning from leave of absence without pay in excess of thirty (30) days. The Employer will remit all such deductions to the Council within ten (10) working days after the payday covering the pay period of deduction to an address provided the Employer by the Council.

The authorization orders must remain in effect for at least twelve (12) consecutive months or until the end of the current contract period, whichever occurs first. After that time, the authorization orders can only be terminable by the employee giving at least thirty (30) days, but not more than one hundred twenty (120) days, written notice to the Employer.

The Council agrees to indemnify and save harmless the Employer from any payments the Employer may be required to make arising out of any such action taken or not taken by the Employer for purposes of complying with the provisions of this Section.

Requests for changes related to dues deduction amounts shall be made at least thirty (30) days prior to the effective date of such deductions. Requests for changes shall be made without charge. Such changes in dues deduction shall be limited to twice per year per sub-organization.

On a monthly basis, and at no cost to the Council, the Employer shall continue to provide the Council, in a format agreeable to both parties, each bargaining unit employee's name, home address, payroll number, work location, pay grade, step, biweekly rate, insurance information, and any other information mutually agreed to. Each time the ten (10) digit payroll header file is changed, but no less than annually, the Employer shall provide the Council with a list showing the header codes and code key.

B. PAC Deduction. Upon receipt of a voluntary written individual order from any of the employees covered by this Agreement, on forms provided by the Council, the Employer will deduct from the pay due such employee those amounts as specified for PAC deduction.

The applicable terms and conditions regarding deductions as outlined in Subsection A above shall also be in force for deductions made under this Subsection.

### **SECTION 3 Bulletin Boards**

The Employer shall provide space sufficient for three (3) 8½" x 11" notices on existing bulletin boards at locations where bulletin boards are presently located for use by the local Council and its independent sub-organizations to enable employees of the bargaining unit to see notices posted thereon. All notices shall relate to the matters listed below:

A. Recreational and/or social affairs of the Council or its independent sub-organizations.

B. Council appointments or appointments by the independent sub-organizations.

C. Council or independent sub-organization elections and campaign material from candidates to such elections.

D. The results of any Council or independent sub-organization election.

E. Notices of any Council or independent sub-organization meeting or meetings, and the minutes from such meetings.

F. Such other materials as may be mutually agreed upon by the Employer and the Council.

G. Communications or letters to Council members from the officers or legal counsel of the Council.

No political campaign literature or material detrimental to the Employer or Council shall be posted.

### **SECTION 4 Council Activity**

Bargaining unit employees, including Council officers and representatives, shall not conduct any Council activity or business on State time and property, except as specifically authorized by the provisions of this Agreement. However, this limitation shall not be construed to preclude employees from reading Council material placed on bulletin boards while on duty, or prohibiting informal



discussion among the employees of this unit during non-work time.

The Employer agrees to allow Council representatives reasonable access to State property to meet and confer with employees during their non-work time. The Council representative will notify and obtain the permission of the affected employees' immediate supervisors prior to such meetings on State property. Such permission will not be unreasonably withheld.

The Employer further agrees to permit the Council or its independent sub-organizations to hold meetings in such State facilities as are mutually agreed upon.

### **SECTION 5 Council Meetings**

Upon receiving five (5) days advance notice, the Employer will attempt to reschedule days off for up to twenty (20) employees for the purpose of attending Council meetings. Employees attending such meetings shall be allowed to utilize earned compensatory time, vacation, or leaves of absences without pay at their discretion.

Members of the bargaining unit shall be allowed to attend general membership meetings of the Council. Any member of the bargaining unit who is on duty at the time such meeting is held in the Patrol District shall be allowed to travel to and from the meeting via their assigned state vehicle and shall use compensatory time, vacation or unpaid leave during the time the employee is actually in attendance at the meeting. The Employer may require that minimum staffing levels be maintained during any such meeting. If the meeting extends beyond the end of an employee's duty day, the employee shall not be in pay status during the return trip home.

The Employer recognizes that due to the members of the bargaining unit being dispersed throughout the state, a series of meetings held in various geographic locations throughout the state (e.g., Patrol Districts), will be considered one (1) general membership meeting. The Council may only exercise this Section of the Agreement once per calendar year.

The Council shall be allowed use of state facilities for such meetings when they are available. The Council shall provide the Employer with fourteen (14) calendar days advance written notice of such meetings.

## **SECTION 6 Council Leave**

The Employer agrees that one (1) elected officer of the Council shall, upon the written request of the Council, be granted a leave of absence without pay for the term of office, for a period not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to Article IV of the Agreement. At the end of the two (2) year period, the elected official may request an extension of the leave of absence without pay. The employee shall retain his or her original date of employment for the computation of seniority. When the employee returns from this leave of absence, the employee shall return to the same job classification, division, location, and assignment. However, if the position no longer is available, the employee shall be allowed to transfer to an open position in the same job classification. If there are no open positions in the same job classification, the employee may bump the least senior person in the job classification and division.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

Consistent with this Agreement, Management shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.

4. Maintain the efficiency of governmental operation.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 Definition**

For purposes of this Agreement, a grievance shall be defined as a written complaint by an employee or the Council involving an alleged violation of a specific provision of the Agreement, or the interpretation or application of a term of this Agreement.

A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the alleged violation took place or is alleged to have taken place, and the specific Section or Sections of the Agreement involved. The grievance shall be written on mutually agreed upon forms furnished by the Council and shall be signed and dated by the employee, the Council, or its representative. The grievance shall be presented to the immediate supervisor or, for grievances affecting more than one employee, to the appropriate department designee. The Council may contact the appropriate Human Resources Enterprise representative to determine the appropriate department designee. The grievant (or steward) shall forward a copy of the grievance to the Council.

#### **SECTION 2 Right of Representation**

An employee may choose to have the appropriate Council

representative present at any step of the grievance procedure. Individual employees shall have the right to present grievances in person at Steps 1, 2, and 3 of the grievance procedure.

The arbitration provisions of this Agreement may only be invoked by the Council and, in the case of an employee's grievance, only with the approval of the employee. An employee shall be represented in arbitration by the Council. Any settlement reached at any step of the grievance procedure shall not be inconsistent with the provisions of this Agreement.

### **SECTION 3 Procedure**

All grievances must be presented promptly to the grievant's immediate supervisor or, for grievances affecting more than one (1) employee, to the appropriate department designee and no later than twenty-one (21) calendar days from the date the grievant(s) first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

#### **Step 1**

Within fourteen (14) calendar days of receipt of the written grievance from the employee or the Council representative, the immediate supervisor or the appropriate department designee will schedule a meeting with the employee and the Council representative to discuss and attempt to resolve the grievance. A written answer will be returned to the employee and the Council representative within seven (7) calendar days of the meeting.

#### **Step 2**

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed to the appropriate department designee within fourteen (14) calendar days from receipt of the answer in Step 1. The appropriate department designee will meet with the employee and the Council representative within fourteen (14) calendar days to discuss and attempt to resolve the grievance. A written answer will be placed on the grievance form following the meeting by the appropriate department designee and returned

to the employee and the Council representative within seven (7) calendar days of the meeting.

The parties may mutually agree to waive this step of the grievance procedure and proceed directly from Step 1 to Step 3.

### **Step 3**

If dissatisfied with the Employer's answer in Step 2, to be considered further, the grievance must be appealed by a representative of the Council to the Chief Operating Officer of the Human Resources Enterprise or designee within fourteen (14) calendar days from receipt of the answer in Step 2. The Human Resources Enterprise representative will schedule a meeting with the employee and the Council representative within fourteen (14) calendar days of receipt of the appeal to discuss and attempt to resolve the grievance. On grievances which do not involve suspension or discharge, the parties may meet via telephone conference or other electronic means.

Following this meeting, the written decision will be forwarded to the grievant and the Council representative within thirty (30) calendar days from the date of the grievance meeting.

### **Step 4**

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the Human Resources Enterprise within twenty-one (21) calendar days from the date of the answer in Step 3, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 3 answer without prejudice or precedent in the resolution of future grievances. The issue, together with the Section(s) alleged violated, as stated during Step 3 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties. A

court reporter may be requested by either party and shall be paid by the requesting party. Both parties may agree to share the expenses of a court reporter. Except as hereinafter provided, each of the parties shall bear the cost of their own witnesses.

Arbitration decisions must be rendered within thirty (30) calendar days of the close of the record. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose on either the Employer or the Council any limitation or obligation not specifically provided for under the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties of this Agreement, provided such decision does not exceed the arbitrator's jurisdiction or authority.

The Employer shall have the option of selecting the location of one (1) disciplinary arbitration each year of this Agreement. All other arbitrations shall be held in Des Moines unless otherwise mutually agreed.

The parties will attempt to give priority to grievances involving discharge from employment.

#### **SECTION 4 Time Limits**

Grievances not appealed within the designated time limits at any step of the grievance process will be considered as having been adjudicated on the basis of the last preceding answer, without prejudice or precedent in any subsequent grievance.

The parties acknowledge the grievance procedure as a problem resolution process and will make every effort to ensure that grievances are processed in a timely manner. The failure of the Employer to timely respond to a grievance filing or to schedule a grievance meeting per the contractual procedures, without prior agreement of the Council to extend the time for processing, will constitute a denial of the grievance and automatic appeal to the next step in the grievance procedure.

Grievances may be appealed to the next higher step within fourteen (14) calendar days of the expiration of the designated time limits,

except when appealed from Step 3 to Step 4, in which case, the appeal will be considered timely if filed within twenty-one (21) days of the expiration of the designated time limits. The parties may mutually agree in writing to modify the time limits in any step of the grievance procedure.

The mailing of the grievance form shall constitute a timely appeal if postmarked within the appeal period. Transmission of a facsimile or e-mail document shall be an acceptable means of communication for all requirements of this Article provided the facsimile or e-mail contains a date and time header. A transmission/reception report printed by the facsimile machine or a completed delivery notice shall be sufficient proof of the transmission. Both parties will provide the other with lists of designated representatives and addresses.

When a grievance is appealed to arbitration via the Human Resources Enterprise, the parties will make every effort to schedule the date of the arbitration hearing within one hundred eighty (180) calendar days, or one hundred twenty (120) calendar days for a discharge grievance, from the date the grievance was appealed to arbitration. However, in order to be eligible for arbitration, the date for the hearing will be no more than two hundred seventy (270) calendar days from the date of the appeal to arbitration.

## **SECTION 5 Retroactivity**

Settlement of grievances may or may not be retroactive as equities of a particular case or cases may demand. If it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step 1. However, retroactivity of up to six (6) months may be applied by the arbitrator if the award involves the nonpayment of any wages or fringe benefits to any employee and if the arbitrator specifically finds that the employee and/or the Council did not have knowledge of such violation previous to the initiation date of the written grievance.

## **SECTION 6 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

## **SECTION 7 Number of Stewards**

The Council may designate grievance representatives who are members of the bargaining unit. The Council shall provide the Human Resources Enterprise with a list of grievance representatives which shall include the name, address, telephone number, and sub-organization of each representative at least annually or as representatives change. The Employer will supply the Council with a list of the immediate supervisors to be contacted on grievance matters.

## **SECTION 8 Processing Grievances**

Council representatives who are members of the bargaining unit and grievants will receive their regular rate of pay for time spent in grievance meetings with management which are held during their regularly scheduled hours of employment. The Employer is not responsible for compensation of employees for processing grievances outside of regularly scheduled work hours. Only one (1) local Council grievance representative will be in pay status for any one (1) grievance.

Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. The Council will designate the group grievant in pay status. (Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved.)

The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Council representatives in the processing of grievances. The Employer agrees to schedule grievance meetings during the grievant's shift unless an alternate meeting is mutually agreed upon.



## **SECTION 9 Use of State Facilities**

The grievant and the Council representatives shall be allowed to use a State vehicle to attend scheduled grievance hearings or meetings.

In the processing of grievances, employees, by obtaining prior approval from their supervisor and during non-work time, shall be allowed reasonable use of the Employer's computers, duplicating equipment and other items mutually agreed upon.

## **SECTION 10 Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against employees for just cause. When an employee is disciplined, the Employer will state in writing the violation and the manner in which the violation occurred. An employee who alleges that such action was not based on just cause may appeal a suspension or discharge, taken by the Employer beginning with Step 3 of the grievance procedure. Written reprimands shall begin with Step 1 of the grievance procedure.

There shall be no suspension of an employee which results in a loss of pay or benefits until an initial investigation has been conducted. No employee shall incur a loss of pay until such disciplinary action is approved by either the Patrol Area Commander, Division of Criminal Investigation Assistant Director, Fire Marshal, Director of Division of Narcotics Enforcement of the Department of Public Safety, or Chief of Bureau of Law Enforcement, Chief of Field Operations, Department of Natural Resources, or in their absence a supervisor of equal or higher position within the Agency. The Employer reserves the right to suspend an employee with pay pending the outcome of the initial investigation. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. An Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

The Council shall receive written notice of any disciplinary action imposed upon an employee within five (5) working days of the time

such action is taken. The Council shall designate one (1) address for the life of the Agreement to which such notice shall be sent.

### **SECTION 11 Reduction of Wages**

When the Employer establishes that a violation of an attendance policy exists, within pay grade reductions may be imposed. Such reductions shall be a step in the corrective discipline process and shall be imposed in lieu of pay loss resulting from suspension. Such reductions shall be grievable pursuant to Article IV and shall be subject to a just cause standard. Attendance policies shall be considered a work rule as referenced in Article XI, Section 1.

### **SECTION 12 Exclusion of Probationary Employees**

Notwithstanding Section 10 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

## **ARTICLE V**

### **SENIORITY**

#### **SECTION 1 Definition**

Seniority shall be determined by the date of original appointment to a permanent position with the State of Iowa; that is, the employee with the earliest date shall be considered as having the greatest seniority. Such seniority will be changed only where the employee is separated from state service by discharge, resignation, or layoff. Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date.

Where the employee is laid off and recalled within eighteen (18) months thereof, he or she shall retain his or her original date of employment for the computation of seniority adjusted for the time he or she was off.

In the event two (2) or more employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) numbers of the affected employees'

social security numbers, with the employee having the lowest four (4) digit number being considered as having the greatest seniority.

Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

Notwithstanding the foregoing, for purposes of Layoff Procedure, Article VI; and Transfers, Article VII; and Hours of Work, Article VIII; seniority shall be determined as the employee's length of service with the Employer in a peace officer classification within the Department.

## **SECTION 2 Seniority Lists**

The Employer shall prepare and maintain seniority lists as defined in this Article in Sections 1 and 3. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of said lists shall be provided to the Council upon request but not more than two (2) copies per Agreement year.

# **ARTICLE VI**

## **LAYOFF PROCEDURE**

### **SECTION 1 Application of Layoff**

The Council recognizes the right of Management to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article, except that such procedures shall not apply to any temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by seniority within classification and organizational unit.

### **SECTION 2 General Layoff Procedures**

When a layoff occurs, the following general rules shall apply:

- A. Layoff shall be by classification as set forth in Article II, Recognition and Union Security, Section 1, Bargaining Unit.

- B. Layoff may be by organizational unit of an agency or agency-wide. When layoff is by organizational unit of an agency, the organizational unit will be no smaller than as follows: by district for State Patrol, Division of Criminal Investigation, Fire Marshal, Division of Narcotics Enforcement, and Department of Natural Resources.
- C. An agency may not lay off permanent employees until they have terminated all non-permanent employees within the layoff unit in the same classification in the following order: temporary, career development, and probationary. For purposes of layoff, for employees in the Department of Public Safety, the probationary period as used in this Section is the first twelve (12) months of employment as a peace officer in the bargaining unit. For employees in the Department of Natural Resources, it is the probationary period as defined in the Iowa Code and Administrative Regulations.
- D. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) calendar days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.
- E. Affected employees shall be laid off in accordance with seniority, ability, and job performance. In the event ability and job performance are equal, seniority shall be controlling. The determination of the layoff order is subject to the grievance procedure commencing at Step 3.
- F. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, have the options to bump another less senior employee in the bargaining unit, to be exhausted in the following order:
  - 1. To the same classification within the same division;
  - 2. To the same classification within a different division;
  - 3. To a classification which the employee has formerly

occupied while in the continuous employment of the agency, provided the employee meets the qualifications and has left the formerly occupied classification in good standing;

4. To a lower classification in the bargaining unit in the same department, provided the employee meets the qualifications.

After the employee has elected to bump, the assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result thereof would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election which must be received or postmarked not later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

An employee who elects to bump in accordance with option 1 (Article VI, Section 2F) will be placed at the top of the transfer list for the district from which laid off. The employee will be eligible to transfer prior to any other employee who has a transfer request on file for that district for a period of eighteen (18) months.

Any employee who elects to bump to a different classification or the same classification in a different division, in lieu of layoff, shall have the right of reinstatement to the classification he or she formerly occupied, provided he or she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for such classification by the Appointing Authority enforcing the layoff for a period of eighteen (18) months. Upon bumping, an employee shall retain his or her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the class to which the employee bumps, his or her pay shall be reduced to that rate of pay. Any employee laid off because of a reduction in force, shall be offered a position in the class from which he or she was laid off, provided he or she meets the minimum qualifications

for the classification, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within eighteen (18) months of the date of such layoff because of a reduction in force.

The names of employees laid off by an Appointing Authority shall be placed on eligible lists.

The name of a permanent employee shall be placed on the recall list for the class from which he or she is laid off.

Except as provided in Article VI, Section 4, failure to accept a position when offered shall negate any further rights of recall and shall be considered as a voluntary resignation for purposes of seniority.

### **SECTION 3 Voluntary Layoff**

In the event the Employer plans to or will lay off employees covered by this Agreement, the Employer agrees to allow other employees in the same job classification to volunteer for such layoff. If any employees volunteer, they shall be laid off in order of seniority. The provisions for bumping contained in the Article shall not apply to such volunteering employees.

Any voluntary layoff shall be for a period of at least one (1) year, unless recalled earlier by the Employer. The employee shall retain full seniority rights during such voluntary layoff, and other benefits previously accrued, but shall not accrue additional benefits while on layoff status.

### **SECTION 4 Inability to Accept a Position**

If an employee with a disability, as defined in the Americans With Disabilities Act of 1990 and the ADA Amendments Act of 2008, is ineligible to bump or accept reinstatement or recall because of the inability, with or without a reasonable accommodation, to perform the essential functions of the job to which the employee is reinstated or recalled or to which the employee elects to bump, the employee will be placed on the recall list without prejudice to the employee's right of recall provided above.

## **ARTICLE VII**

### **TRANSFERS**

#### **SECTION 1 Transfer Requests**

Employees who have permanent status, and who desire to transfer to a posted position within their department, shall file a written request indicating that interest with the Office of the Commissioner for the Department of Public Safety's posted positions and with the Bureau Chief for the Department of Natural Resources' posted positions. Any employee that will be on approved extended leave of fourteen (14) calendar days or more may file a transfer request that will remain on file for the duration of the employee's approved extended leave.

The applications of the procedures in this Article shall be limited to a maximum of two (2) transfers resulting from any given original vacancy.

Employees eligible for transfer may not transfer under the provisions of this Article more often than once every twelve (12) months. Employees not eligible for transfer, due to this twelve (12) month restriction or due to probationary status, shall be eligible to apply for vacancies that are posted before the twelve (12) month period or probationary status ends. However, the employee may not actually transfer to that position before the twelve (12) month period ends or probationary status ends unless mutually agreed upon.

Notwithstanding the provisions of this Article, if an employee is transferred, promoted or reassigned, and their spouse, if also a peace officer, requests a transfer, the Employer may give preferential treatment to the spouse's geographic transfer request without regard to seniority providing two (2) vacancies exist.

#### **SECTION 2 Vacancies**

For purposes of this Article, a vacancy is created:

1. When there is an increase in the work force or the duties of a position are substantially different or a position involves a

different geographic location;

2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer within or out of the bargaining unit, promotion, reassignment, or demotion;
3. When a decrease in the work force occurs and the Employer reassigns one (1) or more employees;
4. When no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by reassignment and determines that the vacated position is to be filled;
5. By transfers within the bargaining unit resulting from 1, 2, 3, or 4 above.

### **SECTION 3 Filling Vacancies**

When a vacancy is created in the bargaining unit, the Employer agrees to provide notice by e-mail to all bargaining unit employees at least fourteen (14) calendar days prior to filling the vacancy. Such notice will include the following as applicable: a) classification, b) division, and c) location. The Department of Public Safety vacancies will be posted via the Department's website.

- A. The Employer will review those requests on file from any employee in the same classification as the vacancy who has indicated an interest in the specific assignment, shift or location of the vacancy.

In making a selection, the Employer will take into consideration ability, job requirements, operational efficiency and seniority. If the senior employee's transfer request is denied, the reason(s) for such denial will be provided in writing to the affected employee(s) upon request. Any employee who is selected for transfer shall have three (3) work days in which to decline the offer.

- B. In the event that the vacancy is not filled by transfer of an



employee in the same classification as the vacancy, the Employer will review and consider interested bargaining unit employees within the Department.

- C. In the event that the vacancy is not filled by transfer within the Department, the Employer shall consider interested employees in other classifications who possess the necessary training and ability to perform the job along with other applicants.

Should the vacancy be filled by an employee in a different job classification with a higher rate of pay, and that employee's salary exceeds the maximum pay for the assigned job class, the salary of the employee will be red-circled for a period not to exceed two (2) years.

Should the vacancy be filled by an employee in a different job classification with a rate of pay that is lower than the current classification, i.e. a promotion, the salary of the employee will be adjusted to either the minimum of the classification to which the employee promotes or by the current step percentage, whichever is greater.

- D. In the event the vacancy is not filled by a current employee, the employee shall commence employment at the minimum of the appropriate salary schedule. However, if the parties agree that extenuating circumstances exist, new hires may be granted a rate in excess of the minimum established by the salary schedules. A written record of the justification for the advanced rate will be retained in the employee's personnel file.

#### **SECTION 4 Reassignments**

The Council recognizes the right of management to reassign employees to meet the operational and staffing needs of the department. The Employer agrees that such reassignments shall not be made arbitrarily.

## **SECTION 5 Moving Expenses**

The Employer shall not be obligated for the payment of moving expenses for employees transferring under the provisions of this Article except in the event an employee is reassigned by management. Any moving expenses incurred shall be reimbursed in accordance with the rules and regulations of the Department of Administrative Services - State Accounting Enterprise.

## **SECTION 6 Notice**

Notwithstanding the above, in either voluntary transfer or reassignment by the Employer where a change in official domicile is required, the employee shall have a minimum of fifteen (15) calendar days notice prior to reporting to the new work location. This requirement may be waived by mutual agreement between the Employer and the employee.

# **ARTICLE VIII**

## **HOURS OF WORK**

### **SECTION 1 Work Schedules (General)**

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period. Only time actually worked shall be considered for purposes of computing overtime eligibility.

In those departments where work schedules are posted, changes in such posted work schedules shall be made only to meet the operational needs of the service and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days notice will be provided to employees affected by a change in the posted work schedule.

### **SECTION 2 State Troopers**

#### **A. Work Schedules**

The Trooper work schedules shall be nine (9) hours in length. Schedules shall be five (5) days on, three (3) days off, five (5) days

on, three (3) days off, five (5) nights on, three (3) nights off, five (5) nights on, three (3) nights off. Day shift hours shall be between 0600-1700. Night shift hours shall be between 1500-0200. Midnight shift hours shall be between 2100-0700. In addition to this schedule, employees will work an additional three (3) nine (9) hour shifts in each year of the Agreement. These three (3) additional nine (9) hour shifts will be scheduled at the discretion of the Employer; however, no more than one (1) of the three (3) shifts will be scheduled on Saturday or Sunday.

Employees will be required to take leave equivalent to the number of scheduled hours.

The present work schedules, including assigned work days, lost days off, and pick days, for Technical Accident Investigators assigned to Headquarters, Safety Education Officers, Vehicle Theft Officers, and Trooper-Pilots shall be retained.

With the exception of emergency operational requirements, Troopers with service of twenty-two (22) years or more with the Employer as a peace officer shall not be required to work between the hours of 0200-0600, and Troopers with service of twenty-five (25) years or more with the Employer as a peace officer shall not be required to work between the hours of 0100-0600.

Troopers assigned to Post 16, except for staff assigned to the Governor's Security Detail, will be assigned to a five (5) day on two (2) day off schedule, on a four (4) month rotation, with shifts of eight (8) hours. The initial rotation will allow the three (3) most senior Troopers assigned to Post 16 their election of shift and rotation assignment, and the remaining shift and rotation schedule shall be determined based on seniority. Schedules (shift and days off) shall be selected and determined based on seniority as a peace officer, with the most senior Trooper having first selection, the next senior Trooper having next selection and so on until the least senior Trooper has the last selection. Schedules shall be rebid, in accordance with the above, when staffing or personnel changes occur, but no more often than every four (4) months.

An employee may request to change his/her day or night rotating schedule to straight midnights retaining the 5-3, 5-3, 5-3, 5-3 State Trooper 2 work schedule or the 5-2, 5-2, 5-2, 5-2 Post 16 work schedule. The request will be in writing, detailing a specific stated purpose, needs and expectations. Such requests will be approved by the affected District and Area Commanders. When the Employer or employee gives at least thirty-two (32) days written notice, an employee shall be allowed to re-enter the normal work schedule rotation at the beginning of the following schedule period.

#### B. Overtime

Hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall be considered overtime. If an employee is called on a regularly scheduled day off and ordered to work on that day, all hours actually worked shall be considered overtime. Insofar as possible, a minimum of five (5) calendar days notice shall be provided when an employee desires to take earned compensatory time or change their schedule. Payment shall be made in either cash or compensatory time at the discretion of the Employer. The rate of payment shall be either one and one-half (1½) times the employee's current hourly wage or one and one-half (1½) times the number of overtime hours worked. Employees must receive prior approval from their supervisor before working additional hours (overtime).

#### C. Compensatory Time

Employees shall be allowed to bank up to twenty-four (24) hours of compensatory time at any one time. Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. The Employer reserves the right to require employees to take earned compensatory time and the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below twenty-four (24) hours. However, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account. Compensatory time not taken by the end of the last pay period of the fiscal year may be converted at the current hourly rate of pay for the employee involved and paid for in cash,

at the Employer's discretion. All other compensatory time shall be carried over to the next fiscal year.

#### D. Standby Time

For purposes of this Article, standby time is defined as:

Any time that the Employer requires State Troopers during their off-duty hours to remain at their normal place of residence, leave a telephone number where they can be reached or remain within radio contact with the Iowa Police Radio System and be available to respond from their place of residence within one (1) hour.

Members of the State Patrol who are required to be on standby shall receive two (2) hours of compensatory time or a fraction thereof for every twenty-four (24) hour standby period.

### **SECTION 3 Conservation Officers**

#### A. Work Schedules

Conservation Officers shall work a non-standard five (5) day work week with two (2) days off.

The parties recognize the right of the Employer to establish reasonable guidelines and reporting procedures regarding hours and days worked.

The Employer agrees that employees shall be eligible for one (1) weekend per month off during peak activity seasons, provided, however, that employees shall work the three (3) major holiday weekends. These three (3) weekends shall be defined as Memorial Day and the contiguous weekend, Fourth of July and the contiguous weekend, and Labor Day and the contiguous weekend. Nothing herein shall prohibit an employee from taking all or any portion of a major holiday weekend off if mutually agreed upon by both employee and Employer. Employees shall receive two (2) weekends off for every month containing four (4) weekends and three (3) weekends off for every month containing five (5) weekends, during non-peak activity seasons. For Conservation Officers the non-peak activity season shall include at least six (6) months a year as determined by the supervisor.

## B. Compensatory Time

Compensatory time shall be earned on an hour-for-hour basis and placed in the compensatory time bank for all hours worked on days off.

Compensatory time shall be earned at a rate of time and one-half ( $1\frac{1}{2}$ ) and placed in the compensatory time bank for all hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period.

Earned compensatory time, not to exceed the first sixty (60) hours, shall be taken at the employee's discretion as either cash or compensatory time. All hours in excess of sixty (60) hours shall be compensated in compensatory time or cash at the discretion of the Employer.

The employee may make a request for a one (1) time lump sum cash payout for those hours earned up to sixty (60) hours, once per fiscal year as long as the request is made by April 1 of the fiscal year in which the time was earned. The cash payout will be calculated at the current hourly rate of pay for the employee. All hours not requested by the April 1 deadline shall be compensated in compensatory time or cash at the Employer's discretion.

When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least eight (8) hours.

Earned compensatory time not paid for by the Employer or used by the employee by the pay period including September 1, shall be converted at the current hourly rate of pay for the employee and paid for in cash.

For purposes of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of compensatory time as provided herein.

## C. Premium Pay

Conservation Officers shall receive four percent (4%) annual premium pay in addition to the employee's regular pay as compensation for

weekends worked, for the lack of shift differential.

## **SECTION 4 Park Rangers**

### **A. Work Schedules**

Park Rangers of the Department of Natural Resources shall work a non-standard five (5) day work week with two (2) days off.

The parties recognize the right of the Employer to establish reasonable guidelines and reporting procedures regarding hours and days worked.

The Employer agrees that employees shall be eligible for one (1) weekend per month off during the peak activity season. The peak activity season shall be defined as May 1 through September 30. The employee shall work the three (3) major holiday weekends. These three (3) weekends shall be defined as Memorial Day and the contiguous weekend, Fourth of July and the contiguous weekend, and Labor Day and the contiguous weekend. Nothing herein shall prohibit an employee from taking all or any portion of a major holiday weekend off if mutually agreed upon by both employee and Employer.

Days off during the peak season shall be scheduled by the employees with the approval of the Employer, provided that the days off are uniform across the state. The decision concerning the selection of days off shall be made by January 15 immediately preceding the peak season. The foregoing shall not prohibit the employee from making temporary schedule changes.

The regular work week for the non-peak season (defined as October 1 through April 30) shall be Monday through Friday with Saturdays and Sundays (weekends) off. Park Rangers shall not be assigned to work more than eight (8) weekends during the non-peak season unless otherwise mutually agreed between the employee and the Employer.

Where there is more than one (1) Park Ranger assigned to the same park, those Rangers assigned to such areas may, upon supervisor approval, select days off for peak and non-peak seasons, which are

not uniform across the state.

#### B. Overtime

Park Rangers shall be compensated for all time actually worked. Overtime shall be earned at a rate of time and one-half (1½) and placed in the compensatory time bank for all hours worked in excess of forty (40) hours in a seven (7) day work week.

#### C. Compensatory Time

Compensatory time accrual shall be based upon a twelve (12) month period beginning April 1 and ending March 31 of the following year.

Earned compensatory time shall be taken at the request of the employee with the approval of the Employer. In addition, the Employer reserves the right to require employees to take earned compensatory time, including the right to require the employee to reduce or exhaust his or her compensatory time balance between January 1 and March 31. When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least eight (8) hours.

Earned compensatory time not paid by the Employer or used by the employee by March 31 of each year shall be converted at the current hourly rate of pay for the employee and paid for in cash.

Park Rangers who accrue more than ninety (90) hours of compensatory time (sixty (60) hours of overtime worked) within the current accrual year (beginning April 1), may request that up to thirty-six (36) hours of their compensatory time balance be converted to cash and paid at the regular hourly rate. A request for cash may be made only once per year. A request for cash must be made two (2) weeks in advance to the payroll/personnel office and the money will be included in the pay check for the pay period during which the request is made. For purposes of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of overtime as provided herein.



## **SECTION 5 Special Agent 1s**

### **A. Work Schedules**

Work Schedules will be assigned for Special Agent 1s.

Work schedules for Special Agent 1s shall comply with the following guidelines:

1. Management reserves the right to assign different work schedules for each riverboat.
2. Scheduled shifts shall be a minimum of eight (8) hours in length, but in no case shall be greater than ten (10) hours in length. However, shifts up to twelve (12) hours in length shall be allowed so long as the Employer provides for an extended weekend during each four (4) week period. Extended weekends shall be defined as anything which consists of more than two (2) consecutive days off to include Saturday and Sunday.
3. Scheduled shifts shall be continuous in length.
4. Scheduled shifts for an officer shall be a minimum of ten (10) hours apart whenever possible but at no time shall be less than eight (8) hours apart.
5. The Employer agrees to establish a work schedule for each riverboat that provides for rotation of shifts and days off to allow each employee to have one (1) weekend off in every four (4) week period. A weekend shall be defined as Saturday and Sunday.
6. Work schedules shall not include more than six (6) consecutive days on duty, and in those cases where an employee is required to work six (6) consecutive days, the employee shall be scheduled a minimum of two (2) days off following those six (6) days.
7. In a posted work schedule, consecutive days of work shall be the same shift.

## B. Overtime

Hours worked in excess of the scheduled shift or hours worked on scheduled days off shall be considered overtime. Payment shall be made in either cash or compensatory time at the discretion of the Employer. The rate of payment shall be either one and one-half ( $1\frac{1}{2}$ ) times the employee's current hourly wage or one and one-half ( $1\frac{1}{2}$ ) times the number of overtime hours worked.

Employees must receive prior approval from their supervisor before working additional hours (overtime).

## C. Compensatory Time

Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. However, the Employer reserves the right to require employees to take earned compensatory time. When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account.

Compensatory time not taken by the end of the last pay period of the fiscal year shall be converted at the current hourly rate of pay for the employee involved and paid in cash.

# **SECTION 6 Special Agent 2s**

## A. Overtime

Hours worked in excess of forty (40) hours per work week, excluding time spent for meal periods, shall be considered overtime.

Earned overtime shall be accumulated quarterly (each three (3) calendar months) and credited to the employee's account at the end of the last pay period of each quarter. Payment shall be made in either cash or compensatory time or a combination thereof at the discretion of the employee. If paid in cash, it shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the hourly rate of pay for overtime hours worked. If the employee chooses compensatory time in lieu of cash, the compensatory time shall be at the rate of one and one-half ( $1\frac{1}{2}$ ) times the overtime hours worked.

## B. Compensatory Time

Compensatory time shall be taken at the request of the employee in at least two (2) hour increments with the approval of the Employer. All compensatory time not taken by the employee by the last pay period of the fiscal year shall be paid for in cash.

## C. Standby Time

Employees required to be on standby will be given thirty (30) days advance notice whenever possible. Standby time, when assigned, will be in increments of one (1) week with employees receiving eight (8) hours of compensatory time for each full week of standby duty. The Employer agrees that employees will not be assigned to standby duty more often than once every two (2) weeks. Employees who are not on standby status and cannot be contacted shall not be disciplined or discriminated against due to their being unavailable. However, if an employee is contacted, he or she shall be expected to report for duty.

When an employee is taking accrued compensatory time, he or she shall not be required to be on standby status.

For purposes of this Section, standby time is defined as:

Any time that the Employer requires a Special Agent 2 during their off-duty hours to remain at their normal place of residence, leave a telephone number where they can be reached or remain within radio contact with the Iowa Police Radio System and be available to respond from their place of residence within one (1) hour.

## D. Assignment to Other Districts

Employees shall be assigned to other districts only to meet the needs of the agency and such assignment shall not be made arbitrarily or for disciplinary purposes. The department shall make every attempt to utilize Special Agent 2s within the district prior to reassigning agents from other districts.

## **SECTION 7 Fire Inspectors**

### **A. Work Schedules**

The present Monday through Friday work schedules for Fire Inspectors shall be retained unless prior notification is provided to the Council in accordance with Section 1 above.

### **B. Overtime**

Hours worked in excess of forty (40) hours in a work week shall be considered overtime. Payment shall be made in either cash or compensatory time at the discretion of the Employer.

The rate of payment shall be either one and one-half (1½) times the employee's current hourly wage or one and one-half (1½) times the number of overtime hours worked. Employees must receive prior approval from their supervisor before working additional hours (overtime).

### **C. Compensatory Time**

Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. However, the Employer reserves the right to require employees to take earned compensatory time.

When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account. Compensatory time, not taken by the end of the last pay period of the fiscal year, if not paid for in cash, may be carried forward to the ensuing fiscal year, however, an employee's compensatory time account may never exceed two hundred forty (240) hours.

## **SECTION 8 Canine Corp**

Each canine handler will work a 5-3, 5-3, 5-3, 5-3 work schedule of nine (9) hours, consistent with other State Troopers. Each handler will be compensated for the actual time spent in the routine care and maintenance for his or her assigned animal. No overtime or compensatory time pay will be granted during the performance of the canine handler's normal and routine schedule, without supervisory

approval. Each handler is expected to provide appropriate care and maintenance for the assigned animal on non-duty days, and on such days each handler shall receive cash payment for forty (40) minutes at time and one half (1½) per hour for such routine care and maintenance of his or her assigned animal. Where the non-duty day is also a holiday, the handler will receive compensation as outlined in this paragraph in addition to holiday compensation as provided for in this Agreement. When the canine handler is called out for canine activities during other than normal duty hours, such compensation will be paid in accordance with applicable provisions of this Agreement.

### **SECTION 9 Call-Back Time**

Employees (except for Park Rangers living in State provided housing and Special Agent 2s) who are off-duty and called back to work by the Employer shall be guaranteed a minimum of two (2) hours of work time or actual hours worked, whichever is greater.

## **ARTICLE IX**

### **WAGES AND FRINGE BENEFITS**

#### **SECTION 1 Wages**

A. During the term of this agreement, all employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. The step increases shall be calculated as an increase of three and one-half percent (3.5%) on the pay schedules in Appendix A.

B. Effective with the July 1, 2011, pay period, all employees in the bargaining unit shall receive an across-the-board increase to their base salary in the amount of two percent (2.0%) Effective with the January 1, 2012, pay period, all employees in the bargaining unit shall receive an across-the-board increase to their base salary in the amount of one percent (1.0%).

C. Effective with the July 1, 2012, pay period, all employees in the bargaining unit shall receive an across-the-board increase to their

base salary in the amount of two percent (2.0%). Effective with the January 1, 2013, pay period, all employees in the bargaining unit shall receive an across-the-board increase to their base salary in the amount of one percent (1.0%).

D. All new officers graduating from the DPS Academy who are permanently assigned to District 16 will be classified for pay purposes as Trooper 1. The regular compensation for Trooper 1 shall be pay grade 24. The classification Trooper 2 was created and includes officers graduating from the DPS Academy and assigned in any District except District 16 and Trooper 2's assigned to the personal security team for the Governor. Trooper 1's who are transferred or assigned from District 16 to any other State Patrol District on a permanent basis will be transferred to Trooper 2. The regular compensation for Trooper 2 shall be pay grade 29.

The Trooper 3 and Senior Trooper-Pilot classifications will consist of Trooper 2's and Trooper-Pilots with fifteen (15) or more years of service as a peace officer with the Department of Public Safety; or Trooper 2's and Trooper-Pilots with thirteen (13) or more years of service as a peace officer with the Department of Public Safety with an associates degree; or Trooper 2's and Trooper-Pilots with eleven (11) or more years of service as a peace officer with the Department of Public Safety with a bachelors degree. Trooper 2's and Trooper-Pilots will be eligible to become Trooper 3 or Senior Trooper-Pilot on the first pay period following attainment of any of the above conditions. The regular compensation for Trooper 3 shall be pay grade 79. The regular compensation for Senior Trooper-Pilot shall be pay grade 80.

E. Bargaining unit members of the Department of Public Safety shall be paid longevity in accordance with Iowa Code § 80.8.

F. The job classification of Fire Inspector 1 is considered a trainee/ journey job classification in which incumbents are promoted to the classification of Fire Inspector 2 after eighteen (18) months of satisfactory performance.

## **SECTION 2 Health Insurance**

### **A. Group Plans & Contributions**

The State agrees to continue to provide group health and dental benefits to all eligible bargaining unit members. The State shall offer Alliance Select which is a preferred provider option with its cost containment features provided for in Subsection B.

### **B. Cost Containment**

1. Introduction of a \$100 emergency room co-payment, without consideration of any other deductible.

2. For Alliance Select, increase the health deductible from \$200/\$400 to \$250/\$500 and increase the medical OPM from \$500/\$1000 to \$750/\$1500. The deductible will apply to all benefits up front before insurance coverage begins.

Prescription drugs shall be covered under medical, subject to deductible, coinsurance, and out-of-pocket maximum. There shall be no lifetime benefit maximum. The plan shall include one (1) eye examination per covered person per year.

The State shall pay the full cost of single coverage under Alliance Select. The State will pay eighty-five percent (85%) of the cost of family coverage under Alliance Select. Council members electing family coverage and the State shall each share equally (50/50) in any increase or decrease in the monthly premiums for Alliance Select in 2012-2013.

The State shall contribute toward the cost of dental insurance.

The State will continue to pay the full cost of single dental coverage. The State will pay seventy-eight percent (78%) of the cost of family dental coverage. Unit Council members electing family coverage and the State shall each share equally (50/50) in any increase or decrease in the monthly dental premiums in 2012-2013.

## **SECTION 3 Life Insurance**

The Employer agrees that all full-time bargaining unit employees shall be eligible to participate in the state employees' group life

insurance program administered by the Iowa Department of Administrative Services - Human Resources Enterprise. Provisions of the group life insurance program are as follows:

1. Eligibility for group life insurance begins on the first day of the month following thirty (30) calendar days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and are regularly scheduled to work at least thirty (30) hours per week.
2. Each full-time employee will be provided, without medical underwriting (at no cost to the employee), with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment (AD&D) coverage, as indicated in the following schedule:

<b><u>AGE GROUP</u></b>	<b><u>LIFE INSURANCE</u></b>	<b><u>AD &amp; D</u></b>
Under 65	\$20,000	\$20,000
65-69	\$13,200	\$13,200
70-74	\$8,300	\$8,300
75 and over	\$5,700	\$5,700

3. Each full-time employee will have the option of purchasing supplemental life insurance coverage, plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule:

<b><u>AGE GROUP</u></b>	<b><u>MAXIMUM SUPPLEMENTAL LIFE INSURANCE</u></b>	<b><u>MAXIMUM SUPPLEMENTAL AD &amp; D</u></b>
Under 65	\$30,000	\$30,000
65-69	\$19,800	\$19,800
70-74	\$12,450	\$12,450
75 and over	\$8,550	\$8,550
80 and over	\$6,000	\$6,000



4. The supplemental life insurance will be available in increments equal to one-sixth (1/6) of the maximum available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided the employees make application within thirty (30) calendar days of their date of employment. Coverage increases after the first thirty (30) days of employment must be made in conjunction with a qualifying life event or during the annual enrollment and change period. Increases after the first thirty (30) days of employment will be subject to medical underwriting.

#### **SECTION 4 Insurance Premium Conversion, Dependent Care Spending Account and Health Care Spending Account**

A. The State agrees to continue the premium conversion plan which allows for employees to pay their share of the current combined health and dental insurance plans and optional life insurance premiums from pre-tax rather than post-tax earnings.

B. The State will provide a dependent care program consistent with Internal Revenue Service (Section 125) regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which all dependent care expenses and health care costs will be reimbursed.

#### **SECTION 5 Holidays**

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 6 (Paid Annual Leave of Absence (Vacation)) in this Article.

##### **Scheduled Holidays:**

**New Year's Day**, January 1

**Dr. Martin Luther King, Jr.'s, Birthday**, the third Monday in January

**Memorial Day**, the last Monday in May

**Independence Day**, July 4

**Labor Day**, the first Monday in September

**Veterans Day**, November 11

**Thanksgiving Day**, the fourth Thursday in November

**Friday after Thanksgiving**

**Christmas Day**, December 25

B. If a holiday enumerated above falls on Saturday, the preceding Friday shall be granted, and if a holiday falls on Sunday, the following Monday shall be granted.

C. The Employer agrees that employees required to work on a holiday provided above shall be compensated for any hours worked on the holiday by receiving one and one-half (1½) times the hours worked on the holiday in compensatory holiday time off. Such accrued holiday compensatory time may be utilized in one (1) hour increments. If a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. Such time shall lapse if not used within the subsequent twelve (12) month period, however, Conservation Officers shall be allowed, at all times, to bank up to one hundred twenty (120) hours of holiday compensatory time.

D. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during any period of leave of absence without pay.

## **SECTION 6 Paid Annual Leave of Absence (Vacation)**

The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below:

### **A. Accrual**

1. Permanent full-time employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent position, employees are eligible for

and shall be granted annual leave based on their seniority date as follows:

Annual leave shall be based upon the date of hire and accrue at the rate of ten (10) days each year for a full year of service during the first four (4) years of service; fifteen (15) days each year for a full year of service during the next seven (7) years of service; twenty (20) days each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (twenty-two (22) days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (twenty-five (25) days) each year for a full year of service after twenty-four (24) years of service.

2. Annual leave may be accumulated to twice the annual entitlement.
3. Annual leave credits in any given year shall not be earned for any period of absence without pay.
4. Should an employee lose annual leave due to delayed reporting of annual leave taken before the employee's annual leave reaches maximum entitlement, the annual leave lost shall be restored to the employee's annual leave entitlement.
5. Employees may convert up to fifty (50) hours of accrued vacation at a rate of two (2) hours of vacation for one (1) hour of sick leave to be placed in the employee's sick leave account. The request for vacation conversion to sick leave may only be made once during each fiscal year. Any vacation converted to sick leave must be used pursuant to the provisions of Article IX, Section 8.

#### B. Scheduling of Vacation

The current departmental procedures and practices governing the scheduling of choice of time and amounts of vacation shall continue. Employees shall not be precluded from taking vacation in increments of one (1) day. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given

time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule the vacation during the remainder of the calendar year or extend the scheduling of the vacation into the ensuing calendar year as the employee desires, providing it does not affect other employees' vacation periods.

If an employee is hospitalized while on his or her paid vacation, the portion of the paid vacation spent in the hospital may be rescheduled upon satisfactory proof of said hospitalization being provided to the Employer. The Employer agrees that employees will not be required to return to work during their vacation period.

#### C. Catastrophic Illness Contributions

Employees may contribute accrued annual leave to benefit another state employee for catastrophic illnesses of the employee or an immediate family member. Annual leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated annual leave on forms provided by the Employer for this purpose. Annual leave used by another state employee pursuant to this provision shall be irrevocably credited to the recipient's donated leave account.

### **SECTION 7 Family and Medical Leave**

**General Purpose:** This Agreement establishes the rights and obligations of the State of Iowa (hereinafter the State or the Employer) and bargaining unit members of the State Police Officers Council (hereinafter SPOC) with respect to leave for the care of employees and their families pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Federal Regulations published by the U.S. Department of Labor in January 2009. In an effort to apply the FMLA to the SPOC bargaining unit members, the parties agree to the following:

**Eligible Employees:** To be eligible for leave pursuant to this Agreement, an employee must have been employed by the State of Iowa for at least twelve (12) months in the past seven (7) years and have actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the date the leave is to commence.

**Leave Availability:** It is the Employer’s responsibility to designate leave as FMLA qualifying leave. The Employer shall designate leave as FMLA leave when the leave qualifies for FMLA leave, even if the employee makes no request for FMLA leave or does not request the leave to be counted as FMLA leave. The Employer shall give notice of the designation to the employee provided for in the FMLA regulations. Eligible employees can take up to twelve (12) weeks of paid and/or unpaid leave during a fiscal year for any of the following reasons:

1. The birth of a son or daughter and to care for the newborn child. An employee’s eligibility for leave under this Subsection expires at the end of the twelve (12) month period beginning on the date of the birth.
2. For placement with the employee of a son or daughter for adoption or foster care. An employee’s eligibility for leave under this Subsection expires at the end of the twelve (12) month period beginning on the date of the placement.
3. To care for the employee’s spouse, son, daughter, or parent with a serious health condition. “Spouse” includes husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage, in states where such is recognized. “Parent” means a biological parent or an individual who stands, or stood, in loco parentis when the employee was a son or daughter. “Parent” does not include in-laws or other relatives unless they stood in loco parentis.

Persons who are “in loco parentis” include those having day-to-day responsibilities to care for and financially support a child.

In reference to an employee, the person who had day-to-day responsibility for the care and financial support of the employee when the employee was a child. A biological or legal relationship is not necessary.

4. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty, or has been notified of an impending call or order to active duty in support of a contingency operation.

**Military Caregiver Leave:** Eligible employees can take up to twenty-six (26) weeks of paid and/or unpaid leave in a twelve (12) month period to provide care to a covered service member. The twelve (12) month period begins on the first date military caregiver leave is taken.

“Covered military member” for purposes of qualifying exigency leave means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.

“Covered service member” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

“Serious health condition” is an illness, injury, impairment or physical or mental condition as defined in the FMLA regulations.

“Son or daughter” for purposes of medical FMLA leave means a biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is either under the age of eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence.

“Son or daughter of a covered service member” means the service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.

“Son or daughter on active duty or call to active duty status” means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

“Health care provider” is defined in the FMLA regulations.

**Notice Requirement:**

A. When the Reason for the Leave is Foreseeable: Employees must give the Employer at least thirty (30) days notice when the reason for the leave is foreseeable. When thirty (30) days notice is not practicable, the employee must give the Employer notice of the leave as soon as practicable. Employees must make reasonable efforts to schedule a foreseeable or planned leave of absence so that it does not unduly disrupt the Employer’s operations.

B. When the Reason for the Leave is Unforeseeable: When the approximate timing of the need for leave is not foreseeable, an employee should give notice to the Employer of the need for FMLA leave as soon as practicable under the facts and circumstances of the particular case. It is expected that an employee will give notice to the Employer within no more than one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. In the case of a medical emergency requiring leave because of an employee’s own serious health condition or to care for a family member with a serious health condition, written advance notice pursuant to an Employer’s internal rules and procedures may not be required when FMLA leave is involved.

C. “As soon as practicable” means as soon as, both, possible and practical, taking into account all of the facts and circumstances in the individual case. When an employee becomes aware of a need for leave less than thirty (30) days in advance, it should be

practicable for the employee to provide notice either the same day or the next business day. Untimely requests or failure to provide mandatory information to the Employer may result in delay or denial of the FMLA leave. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable. In cases where the employee is required to provide at least thirty (30) days notice of foreseeable leave and does not do so, the employee shall explain the reasons why such notice was not practicable upon a request from the Employer for such information.

When an employee requests FMLA leave, or when the Employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the Employer must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days. Employee eligibility is determined at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12) month period. All FMLA absences for the same qualifying reason are considered a single leave and employee eligibility does not change during the twelve (12) month period.

The Employer is responsible for designating leave as FMLA-qualifying, and for giving written notice of the designation to the employee. This notice must be given within five (5) business days after the Employer has enough information to determine that the leave is FMLA-qualifying. Only one (1) notice is required for each FMLA-qualifying reason during the leave year. The Employer must also notify the employee if it is determined that the leave is not FMLA-qualifying. If the leave is not FMLA-qualifying, the Employer must provide a reason for the ineligibility.

**Intermittent or Reduced Leave:** An eligible employee may take leave to care for a family member with a serious health condition on an intermittent basis, or on a reduced leave schedule, when a health care provider deems it medically necessary. This is also true if the employee is unable to perform the essential functions of his or her job because of a chronic serious health condition, even if the employee does not receive treatment by a health care provider.



If an employee requests an intermittent leave or reduced schedule, the Employer may temporarily assign the employee to an alternative job with equal pay and benefits that better accommodates the recurring leave periods. The employee may also work reduced weekly or daily schedules to accommodate the recurring absences. Intermittent leave for the birth, adoption or foster placement of a son or daughter is available only with the mutual agreement of the employee and the Employer.

**Double Spouse Leave:** When both spouses are employed by the State of Iowa and are eligible for leave under this Agreement, they are limited to a combined total of twelve (12) weeks of leave for the birth, adoption and foster placement of a son or daughter, or the care of a parent.

**Medical Certification:** The Employer may require a certificate from a health care provider to document that the employee or his or her spouse, child, or parent has a serious health condition. The Employer may request a second opinion at the Employer's expense and designate the health care provider. However, the Employer may not select a physician who is employed on a regular basis by the State or has a contract with the Employer for furnishing second opinions for Family and Medical Leave unless the employee seeking Family and Medical Leave is located in an area where access to a health care provider is extremely limited.

If the second opinion is different from the first, the Employer may require at the Employer's own expense a third opinion from a provider that the Employer and employee jointly designate. The third opinion is binding. The Employer may require the employee to provide a return-to-work verification following the end of a leave of absence.

The Employer may not require certification regarding the birth of a child.

Care for a family member may merely include psychological comfort or reassurance, filling in for others who are also caring for the family member, or making arrangements for changes in care for

the ill family member, as certified by a health care provider.

The Employer shall notify the employee of the need for certification when appropriate and shall provide the employee with the Certification of Health Care Provider form, as prescribed by the U.S. Department of Labor, which is used to obtain medical certification for qualifying FMLA leave. The employee must return the medical certification to the Employer within fifteen (15) days of the request; or for leaves of fifteen (15) calendar days or less, upon return to work from an absence that may qualify as FMLA leave; or as soon thereafter as practicable under the circumstances.

When the employee is substituting paid sick leave for unpaid FMLA leave, the certification requirements of this Agreement shall apply.

**Recertification:** The Employer may require recertification as appropriate under the FMLA regulations.

**Use of Accrued Paid Leave:** An employee may, but will not be required to, substitute accrued paid leave such as vacation or sick leave for any part of the twelve (12) week period the employee is entitled to under this Agreement.

**Maintaining Health Insurance:** The Employer shall maintain the employee's health and dental insurance under the group health plan during leaves of absences taken under this Agreement. The Employer shall maintain this insurance at the same level and under the same conditions as if the employee continued to work.

Employees must continue to pay any portion of the premiums that they paid prior to the leave. If an employee ceases making premium payments, and if payments are more than thirty (30) calendar days late, the Employer's obligation to maintain the insurance ceases. It also ceases if the employee fails to return from leave or expresses an intention not to return from leave.

If the employee does not return to work after FMLA leave for reasons other than a continuance, recurrence, or onset of a serious health condition which would entitle the employee to leave under

FMLA or due to circumstances beyond the employee’s control, the Employer may recover health insurance premiums paid while the employee was on unpaid leave. This may be accomplished through deductions from wages and vacation pay.

Employees may elect to continue any other insurance carried through the Employer at the employee’s expense.

**Re-employment Rights:** Upon returning from FMLA leave, an employee is entitled to the same position or an equivalent position. An equivalent position is one with the same pay, benefits and working conditions (shift and schedule) and the same or substantially similar duties, conditions, privileges, and status which require equivalent skill, effort, responsibility and authority.

The employee is not entitled to accrue employment benefits during the leave period without pay if the FMLA leave is more than thirty (30) days. However, the leave period will be treated as continued service for purposes of seniority accrual.

The Employer may deny reinstatement if the Employer can prove that the employee would not otherwise have been employed at the time reinstatement is requested.

The Employer shall comply with all confidentiality and privacy mandates of the FMLA regulations.

**SECTION 8 Sick Leave**

**A. Accrual**

- 1. All permanent full-time bargaining unit employees of the State shall accrue sick leave at the rate established by the following chart:

<b>HOURS OF ACCRUED SICK LEAVE</b>	<b><u>RATE OF ACCRUAL</u></b>
0 - 2,000	1 day a month
2,000 - 2,500	3/4 day/month
2,500 and up	1/2 day/month

2. Employees may convert up to fifty (50) hours of accrued vacation at a rate of two (2) hours of vacation for one (1) hour of sick leave pursuant to Article IX, Section 6(A)(5).

Sick leave shall not accrue during any period of absence without pay. If an employee's hours of accrued sick leave drop to a lower category as established by the chart above, the employee shall earn sick leave at the appropriate accrual rate for that category.

#### B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

Sick leave may be granted only on satisfactory evidence of sickness or injury on the part of the employee. In the event the Appointing Authority has reason to believe an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Appointing Authority may require a medical certificate or other appropriate verification. Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed twenty-four (24) hours (three (3) working days) for each such occurrence. Immediate family is defined as, and limited to, the wife, husband, child, parents, grandparents, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse; aunts and uncles of the employee; or other relatives residing in the employee's immediate household.

3. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
4. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph 2. above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for purposes of this Section is limited to five (5) shifts or forty (40) hours, whichever is greater, per year.
5. Sick leave shall not be used for any reasons not specifically set forth above.

#### C. Sick Leave Accounts

The first ninety (90) days (seven hundred twenty (720) hours) of accrued sick leave shall be placed in an employee's active sick leave account. All additional accrued sick leave shall be placed in an employee's banked sick leave account. Sick leave in an employee's banked account may not be used until the active sick leave account is exhausted and only in the event the employee has an extended illness of at least five (5) working days in duration.

#### D. Cancellation of Sick Leave

Separation from State service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within one (1) year.

#### E. Use of Sick Leave Upon Retirement

Upon retirement, including disability retirement, employees shall receive credit for all unused sick leave as follows:

Accumulated, unused sick leave in both the active and banked sick leave accounts shall be converted at current value and credited to the employee's account for the purpose of paying the cost of the monthly premiums of a health insurance and/or life insurance policy.

Upon written authority from or upon the death of a retired employee, or upon the death of an active employee, the spouse or surviving spouse shall be entitled to the value of the sick leave bank in both the active and banked sick leave accounts as converted in the previous paragraph for the purpose of paying the cost of monthly premiums of a health insurance and/or life insurance policy for the employee's spouse or dependents.

If the Carrier of either the health or life insurance policy is not a current contracted Carrier with the State of Iowa, or the Council or any of its sub-organizations, the employee or spouse shall be eligible for reimbursement of a premium payment to that Carrier upon submission of proof of payment as directed by the Department of Administrative Services - State Accounting Enterprise. If there is a dissolution of marriage or divorce, it is the employee's responsibility to withdraw their authority from the Department of Administrative Services - State Accounting Enterprise.

#### F. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (two hundred forty (240) hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have four (4) hours added to their accrued vacation account in lieu of adding twelve (12) hours to their accrued sick leave account.
2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated at the rate of three (3) to one (1) (one (1) hour of vacation for every three (3) hours of earned sick leave).
3. Employees who have made an election pursuant to this Section will be allowed to accumulate up to an additional twelve (12) days (ninety-six (96) hours) beyond twice their annual vacation and unscheduled holiday entitlement.

#### G. Work-Related Injuries

In the event of a work-related injury (those injuries covered by the Iowa Workers' Compensation Law) of at least five (5) days

in duration, the employee shall be allowed to utilize up to sixty (60) days of paid leave per incident which shall not be charged against the active or banked sick leave accounts. The employee must first utilize five (5) days of his or her sick leave before being allowed to utilize the above described sixty (60) days of paid leave. Employees will continue to accrue sick leave during this sixty (60) day period.

If after the above sixty (60) days paid leave the employee is still unable to return to work, the employee will then utilize his or her accrued sick leave or apply for Workers' Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

In the event the employee is unable to return to work after exhausting his or her active and banked sick leave account, the employee will be placed on disability in accordance with departmental rules and regulations and existing insurance policies.

#### H. Disability

Employees will not be required to exhaust their sick leave before applying for disability retirement under the provisions of Chapter 97A, Code of Iowa.

Any affected employee may also utilize his or her accrued vacation leave, accrued holiday leave, and earned compensatory time in lieu of utilizing his or her accrued sick leave.

1. Employees who have suffered disabling injuries or illnesses, who have exhausted their rights to return to work under the provisions of this Agreement, and who have recovered sufficiently to return to employment will be allowed to return to work upon providing documentation from their attending physician of their release to return to work to the Human Resources Enterprise. At such time they will be placed on the recall list created by Article VI, Section 2(F)(1) of this Agreement for the class they held prior to their disability.

2. In addition, the employee may also designate up to twenty-five (25) other classes (provided he/she meets the qualifications or passes the applicable Merit or Regents Merit test) and the specific counties to which the employee will accept recall. If the employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee fails to successfully complete the probationary period, the employee will be laid off without bumping rights and placed on recall as described above for a period of two (2) years.
3. Disabled employees who are placed on recall as described in paragraph 2 above, will be offered positions in the classes for which qualified in seniority order along with the other employees on the recall list.
4. Each employee's sick leave account shall be credited on July 1 of each year with the days of sick leave previously accrued by that employee.

## **SECTION 9 Shift Differential**

A. The following language will apply to all bargaining unit employees except State Troopers.

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ninety cents (\$0.90) per hour for any regularly scheduled shift of which four (4) or more hours occur between 6:00 p.m. and midnight.

For any scheduled shift in which one (1) or more hours fall between midnight and 7:00 a.m., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of one dollar (\$1.00) per hour for all hours worked on that shift.

Employees shall not be eligible for shift differentials pursuant to this Section as a result of an extension of their regular work day into a shift differential period.

B. The following language will apply to State Troopers only.



For any shift worked in which four (4) or more hours fall between 6:00 p.m. and midnight, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ninety cents (\$0.90) per hour for all hours worked on that shift.

For any shift worked in which four (4) or more hours fall between midnight and 7:00 a.m., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of one dollar (\$1.00) per hour for all hours worked on that shift.

### **SECTION 10 Higher Rank Allowance**

A. Members of the bargaining unit who are functioning as acting supervisors shall be granted an additional ten percent (10%) hourly increase for all hours spent as acting supervisors.

B. Conservation Officers who are assigned lead worker responsibilities will receive an additional five percent (5%) of their base rate of pay.

### **SECTION 11 Per Diem**

A. A daily per diem allowance of eight dollars (\$8.00) per day shall be paid to Department of Public Safety employees covered by this Agreement. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty.

B. Employees of the Department of Natural Resources shall receive reasonable and actual expenses incurred in the performance of their duties and shall have no annual ceiling. The Employer retains the right to establish reasonable guidelines, rules and regulations governing expense reimbursement.

### **SECTION 12 Court Allowance**

Members of the bargaining unit who are required to appear in court in criminal proceedings during their off-duty hours shall be guaranteed a minimum of two (2) hours or actual hours worked, whichever is greater. The Employer shall not change the employee's schedule or scheduled shift to avoid payment for court time incurred

during off-duty hours without mutual consent. Payment shall be made in either cash or compensatory time at the discretion of the Employer at the appropriate rate for the employee's classification. Employees shall notify their immediate supervisor when they are requested or subpoenaed to appear in court.

Employees shall not be precluded from retaining witness fees and mileage for appearances in civil actions during their non-duty hours, unless such payment is prohibited by statute.

### **SECTION 13 Clothing Maintenance Allowance**

The Department of Public Safety agrees to continue its present uniform policy together with existing cleaning allowances by paying a minimum of one hundred seventy-five dollars (\$175.00) semi-annually in December and June. Additionally, employees of the Department of Natural Resources shall have a clothing allowance of five hundred dollars (\$500.00) per year to be utilized for ordering clothing or for cleaning of existing clothing.

### **SECTION 14 Referral Bonus (Department of Public Safety)**

On a pilot program basis for the term of this Agreement, bargaining unit members in the Department of Public Safety will be eligible to receive a referral bonus of one hundred fifty dollars (\$150.00) for the successful referral of candidates to the Department of Public Safety Academy. Upon graduation from the Academy of a referred candidate, the referring bargaining unit member will receive an additional one hundred fifty dollars (\$150.00).

Successful referral will be defined as an applicant that is selected for the Academy.

The employee eligible to receive a referral bonus will be determined during the application process by the candidate identifying a bargaining unit employee as being responsible for their application.

### **SECTION 15 Deferred Compensation**

For employees eligible for Internal Revenue Code Section 457,

deferred compensation, the State agrees to match employee contributions on the basis of one dollar (\$1.00) for each two dollar (\$2.00) contribution, to a maximum Employer contribution of seventy-five dollars (\$75.00) per month.

## **ARTICLE X**

### **HEALTH AND SAFETY**

#### **SECTION 1 Protective Clothing**

Agencies will continue to furnish protective clothing and safety equipment in accordance with the present policies and procedures.

#### **SECTION 2 Damage to Personal Items**

The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of one hundred fifty dollars (\$150.00) per occurrence for bargaining unit members of the Department of Natural Resources and to the maximum set in Chapter 80.18 of the Code of Iowa for officers of the Department of Public Safety.

The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of the amount set in the previous paragraph. Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may at his/her discretion certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall make a good faith effort to expedite the claims submitted pursuant to this Section.

#### **SECTION 3 Special Equipment**

A. Upon request, left-handed employees of the Department of Public Safety who are required to carry a handgun in the performance of their duties, will be issued a left-handed holster. The style, design

and wearing location of such holster will be at the discretion of the Department.

B. All Fire Inspectors shall have access to the equipment necessary to perform their assigned duties. Equipment that is not issued to each Fire Inspector will be available on a check-out basis from the Department. Each office maintained by the Division shall be provided with copies of the sections of the National Fire Protection Association (NFPA) Codes which are applicable to Iowa as required by the Iowa Code.

#### **SECTION 4 Safety Committee**

There is hereby established a Safety Committee which will also function as the Departments' Labor/Management Committee. The Committee shall consist of the following bargaining unit representatives: one (1) Trooper, one (1) Conservation Officer, one (1) Park Ranger, one (1) Special Agent 2, one (1) Fire Inspector and one (1) Special Agent 1. Additionally, a Management representative from each of the respective organizational units, and the individual designated as the SPOC Quality Coordinator, and the Management representative designated as the Quality Coordinator of the Department of Public Safety will serve as members of the Committee. The Committee is established as a communications and discussion vehicle only and shall not have authority to bind either the Council or Management. Council representatives will be in pay status for all time spent in Committee meetings which are held during their regularly scheduled hours of employment.

### **ARTICLE XI**

#### **MISCELLANEOUS**

##### **SECTION 1 Work Rules**

The Employer agrees to establish reasonable work rules and such rules shall be applied uniformly. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Council at least seven (7) calendar

days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees.”

The Employer agrees that the Council may challenge the reasonableness and uniform application of established work rules through the contractual grievance procedure set forth in Article IV of this Agreement.

## **SECTION 2 Annual Performance Evaluation**

The Employer agrees to conduct an annual performance evaluation with every employee. Such evaluation shall fairly and accurately cover the duties and responsibilities of every employee. The employee will be provided with a copy of the evaluation used, and the Employer agrees to discuss with the employee any items contained in said evaluation. The employee shall have the right to add pertinent information or brief comments to any evaluation, and to have such comments or information attached to such evaluation. The performance evaluation system will align with the Accountable Government Act.

## **SECTION 3 Personnel Files**

A. Every employee shall have only one (1) complete personnel file. The personnel file shall be maintained in the central personnel office of the Employer in Des Moines, Iowa. Every employee may, during his or her non-duty hours and during regular office hours of the personnel office, inspect his or her file at such office, and shall be allowed to make copies of anything contained therein.

B. Any employee shall have the right to respond in writing to any adverse comment or incorrect information contained in his or her personnel file, and such comment shall be kept in the employee's personnel file as long as the challenged comment or information remains in the file.

C. The Employer may make duplicate copies of any personnel file. Such duplicate files may contain all or part of the contents of the

original file, but shall not contain any material not contained in the original file. If the Employer maintains duplicate files, the original file shall contain the number and location of such duplicate file or files, and the employee may inspect such duplicate file upon giving the Employer reasonable notice.

D. The Employer agrees to keep confidential the background investigation performed on any employees, and that such background investigation will not be contained in the employee's personnel file. The Employer will destroy within two (2) years of hiring any initial polygraph examination of any employee.

E. Any written reprimand shall be removed from the employee's personnel file after three (3) years.

#### **SECTION 4 Educational Leave**

It is the expressed intent of the Employer to promote continued education by employees of the State and in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence consistent with existing staffing requirements. Nothing herein shall preclude the Employer and an employee from mutually agreeing to adjust the employee's work schedule to allow the employee to attend classes. However, the Employer retains the sole discretion in the granting of such educational leaves.

#### **SECTION 5 Expense Reimbursement**

The Department of Public Safety will submit a request to the Department of Administrative Services - State Accounting Enterprise to allow employees with out-of-state travel expenses in excess of two hundred dollars (\$200.00) to receive an advance travel allowance of up to eighty percent (80%) of the anticipated expenditures. The Department of Administrative Services - State Accounting Enterprise shall have final authority to either grant or deny this request.

The decision of the Department of Administrative Services - State Accounting Enterprise shall apply to all members of the bargaining unit.

## **SECTION 6 Issuance of Subpoenas and Notification of Employees**

The Employer will immediately notify any employee whenever the Employer receives a subpoena for the employee and will provide as much advance notice as possible. Employees will not be recalled from vacations for any subpoena unless personally served by due process of law.

## **SECTION 7 Jury Duty**

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

## **ARTICLE XII**

### **NO STRIKE - NO LOCK OUT**

The Council agrees that there shall be no strike, stoppage of work or other concerted job action, and in the event of any action, the provisions of Chapter 20.12 of the Code of Iowa shall apply. The Employer in return agrees that there shall be no lock out of the members of the Council.

## **ARTICLE XIII**

### **GENERAL**

#### **SECTION 1 Obligation to Bargain**

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provision of the rules of the State's merit systems relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Council, for the life of this Agreement and any extension, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **SECTION 2 Retention of Benefits**

The Employer agrees that prior to making any change in a written agency-wide policy, which is a mandatory subject of bargaining (excluding evaluation procedures and job classifications) and not otherwise negotiated or covered by this Agreement, to meet and confer with the Council in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed



change does represent a deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

### **SECTION 3 Partial Invalidity**

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect, and the parties agree to meet and renegotiate that portion or portions held invalid.

Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision.

## **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2011, and terminating on June 30, 2013, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

## **MEMORANDUM OF UNDERSTANDING #1**

The State of Iowa and the State Police Officers Council hereby enter into the following Memorandum of Understanding:

Effective July 1, 2001, the State of Iowa will assume administration of the SPOC health and dental insurance contracts. SPOC and

the State of Iowa will jointly make all decisions affecting SPOC insurance.

SPOC shall be provided the same information as the State of Iowa is provided on the SPOC insurance plan. SPOC shall be provided any additional information, requested by SPOC, provided that there is no cost to the State of Iowa.

The SPOC health and dental insurance groups shall remain separate from all other State of Iowa groups, although there may be one (1) contract that covers all the groups.

The contract renewal period for this SPOC group shall continue to be on a fiscal-year basis.

When a SPOC member has problems with his/her health or dental insurance, the SPOC executive director or legal counsel shall have direct access to the designated representative of the insurance carrier to assist the member and resolve the problems.

## **MEMORANDUM OF UNDERSTANDING #2**

The State of Iowa and the State Police Officers Council hereby enter into the following Memorandum of Understanding:

Once an employee elects to supplement Workers' Compensation benefits (in accordance with Article IX, Wages and Fringe Benefits, Section 8, Sick Leave, Subsection G, Work-Related Injuries) with accrued sick leave, vacation, or earned compensatory time for a pay period, that election must remain the same for the entire pay period. Employees must utilize one (1) type of leave for each election or employees may choose not to supplement.

## **MEMORANDUM OF UNDERSTANDING #3**

The State of Iowa and the State Police Officers Council hereby enter into the following Memorandum of Understanding:

The parties agree to the implementation of mandatory physical fitness testing for employees of the Department of Public Safety (DPS). The testing shall be a part of a physical fitness program (Program), agreed to by the parties, and set forth in the DPS Peace Officer Rules. The parties will meet and discuss, at least on an annual basis, the Program. Changes to the Program will be made only upon mutual consent of both parties. The Program will not be subject to the grievance/arbitration process set forth in Article IV, Section 3 of this Agreement, unless the issue/grievance is related to any discipline or other matters stated in other parts of this Agreement. Further, any change to the physical fitness testing program will require written consent between the parties before any such change may be effective.

#### **MEMORANDUM OF UNDERSTANDING #4**

The State of Iowa and the State Police Officers Council hereby enter into the following Memorandum of Understanding:

The Iowa State Patrol has assembled a Drug Interdiction Team of State Troopers with the goal of removing drugs from the highways of Iowa. To meet the operational needs of removing drugs from the highways of Iowa throughout the State, State Troopers assigned full-time to the Drug Interdiction Team shall continue to work the current flex schedule. Hours worked in excess of forty (40) hours per work week, excluding time spent for meal periods, shall be considered overtime. Overtime shall be compensated in accordance with Article VIII (Hours of Work), Section 2 (State Troopers), Subsection B (Overtime).

## APPENDIX A-1 BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including July 1, 2011

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Conservation Officer	\$1,738.40	\$2,611.20
Park Ranger	\$1,738.40	\$2,611.20
Special Agent 1	\$1,620.00	\$2,432.80
Special Agent 2	\$1,970.40	\$2,962.40
Fire Inspector 1	\$1,558.40	\$2,336.80
Fire Inspector 2	\$1,691.20	\$2,542.40
Trooper 1	\$1,439.20	\$2,160.80
Trooper 2	\$1,760.00	\$2,646.40
Trooper 3	\$1,796.00	\$2,699.20
Trooper-Pilot	\$1,832.00	\$2,754.40
Senior Trooper-Pilot	\$1,868.80	\$2,809.60

## APPENDIX A-2 BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including January 1, 2012

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Conservation Officer	\$1,756.00	\$2,637.60
Park Ranger	\$1,756.00	\$2,637.60
Special Agent 1	\$1,636.00	\$2,456.80
Special Agent 2	\$1,990.40	\$2,992.00
Fire Inspector 1	\$1,573.60	\$2,360.00
Fire Inspector 2	\$1,708.00	\$2,568.00
Trooper 1	\$1,453.60	\$2,182.40
Trooper 2	\$1,777.60	\$2,672.80
Trooper 3	\$1,813.60	\$2,726.40
Trooper-Pilot	\$1,850.40	\$2,781.60
Senior Trooper-Pilot	\$1,887.20	\$2,837.60

### APPENDIX A-3 BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including July 1, 2012

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Conservation Officer	\$1,791.20	\$2,690.40
Park Ranger	\$1,791.20	\$2,690.40
Special Agent 1	\$1,668.80	\$2,505.60
Special Agent 2	\$2,030.40	\$3,052.00
Fire Inspector 1	\$1,604.80	\$2,407.20
Fire Inspector 2	\$1,742.40	\$2,619.20
Trooper 1	\$1,482.40	\$2,226.40
Trooper 2	\$1,812.80	\$2,726.40
Trooper 3	\$1,849.60	\$2,780.80
Trooper-Pilot	\$1,887.20	\$2,837.60
Senior Trooper-Pilot	\$1,924.80	\$2,894.40

### APPENDIX A-4 BIWEEKLY SALARY SCHEDULES

Effective with Pay Period including January 1, 2013

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Conservation Officer	\$1,808.80	\$2,717.60
Park Ranger	\$1,808.80	\$2,717.60
Special Agent 1	\$1,685.60	\$2,530.40
Special Agent 2	\$2,050.40	\$3,082.40
Fire Inspector 1	\$1,620.80	\$2,431.20
Fire Inspector 2	\$1,760.00	\$2,645.60
Trooper 1	\$1,497.60	\$2,248.80
Trooper 2	\$1,831.20	\$2,753.60
Trooper 3	\$1,868.00	\$2,808.80
Trooper-Pilot	\$1,906.40	\$2,865.60
Senior Trooper-Pilot	\$1,944.00	\$2,923.20

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